## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dyno LLC		11/01/2006	LIMITED LIABILITY
Dyllo LLC		COMPANY: DELAWA	COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	The CIT Group/Commercial Services, Inc.	
Street Address:	301 S. Tryon Street	
Internal Address:	Two Wachovia Center, Ste. 2500	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
Entity Type:	CORPORATION: NEW YORK	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0966122	STRETCH-RITE
Registration Number:	0810624	STRETCH-RITE

#### **CORRESPONDENCE DATA**

900063354

Fax Number: (704)378-4890

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

704-378-4700 Phone: Email: jdeese@hunton.com Correspondent Name: Jeremy Deese, Esq. 101 S. Tryon Street Address Line 1:

Address Line 2: Bank of America Plaza, Suite 3500 Charlotte, NORTH CAROLINA 28280 Address Line 4:

ATTORNEY DOCKET NUMBER: 57294.87

NAME OF SUBMITTER: Ann Vandiver, Paralegal to Mr. Deese

TRADEMARK

**REEL: 003433 FRAME: 0816** 

Signature:	/s/ Ann Vandiver, Paralegal to Mr. Deese		
Date:	11/27/2006		
Total Attachments: 4 source=Dyno Security Agreement#page1.tif source=Dyno Security Agreement#page2.tif source=Dyno Security Agreement#page3.tif source=Dyno Security Agreement#page4.tif			

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 1st day of November,

2006, by and between DYNO LLC, a Delaware limited liability company (the "Grantor"), and

THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Secured

Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such

terms in the Financing Agreement, dated February 7, 2006, between the Grantor and the Secured

Party, as from time to time amended, modified, supplemented or restated (the "Financing

Agreement").

WHEREAS, the Grantor has, pursuant to the Financing Agreement granted to the

Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to

and under the Collateral, including, without limitation, the Grantor's Trademarks, as collateral

security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security

interest described above as it relates to the registered and pending U.S. federal trademarks

identified in Schedule A, attached hereto, and incorporated herein by this reference (the

"Registered Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of

which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security

interest in and lien on all of its right, title and interest in the Registered Trademarks, as collateral

security for the payment and performance in full when due of the Obligations. The Grantor

hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect

to the security interest in the Registered Trademarks made and granted hereby are more fully set

forth in the Financing Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein.

[signatures on next page]

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IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

DYNO LLC, Grantor

Name: Jim Moynihan

Title: President and Chief Executive Officer

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC., Secured Party

By:\_\_\_\_\_

Name:

Title:

[Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

DYNO LLC, Gr	antor
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By:	*	 	 

Name: Jim Moynihan

Title: President and Chief Executive Officer

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,

Secured Party

Name:

Title:

[Trademark Security Agreement]

# $\begin{array}{c} \text{SCHEDULE A} \\ \text{to} \\ \hline \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

## **Trademark Applications**

## None

## **Trademarks**

Trademark	Registration #	Registration Date
Stretch-Rite	0,810,624	6/28/1966
Stetch-Rite	0,966,122	8/14/1973

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**RECORDED: 11/27/2006**